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CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
RIVERSIDE
BY: _____

FILED

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 EASTERN DIVISION

11 ED CV 12 - 01911

12 DONALD HALL,

Case No.

13 Plaintiff,

14 COMPLAINT FOR DAMAGES:

15 v.

1. BREACH OF CONTRACT
2. INSURANCE BAD FAITH
3. INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

16 THE LINCOLN NATIONAL
17 LIFE INSURANCE
COMPANY, a corporation.

18 DEMAND FOR JURY TRIAL

19 Defendant.
20

21 Plaintiff, Donald Hall ("Plaintiff" or "Hall"), alleges as follows:

22 JURISDICTION

23 1. Jurisdiction in this Court is proper in this action pursuant to the
24 provisions of 28 U.S.C. §1332 because, as more fully appears below, the amount
25 in controversy exceeds the value or sum of \$75,000.00 and the parties are citizens
26 of different states.

27 ///

28 ///

1 **VENUE**

2 2. Venue is proper in the Central District of California in that Plaintiff is
3 and was a resident of the City of Hemet, California, Riverside County, California,
4 when Defendant terminated Plaintiff's long term disability ("LTD") benefits and
5 breached its contract and other obligations to Plaintiff.

6 **INTRADISTRICT ASSIGNMENT**

7 3. This civil action, which arose in Riverside County, is properly
8 assigned to the Eastern Division.

9 **PARTIES**

10 4. Plaintiff Hall is, and at all times mentioned herein was, a citizen of
11 the State of California and a resident of the City of Hemet, County of Riverside,
12 State of California.

13 5. Defendant, The Lincoln National Life Insurance Company
14 ("Lincoln"), is a corporation organized and operating under the laws of the State
15 of Indiana with its principal place of business in Fort Wayne, Indiana and which is
16 licensed to transact, and is transacting, insurance in the State of California.

17 **FIRST CLAIM FOR RELIEF**
18 **(Breach of Contract)**

19 6. Effective February 1, 2008, The Lincoln National Life Insurance
20 Company issued Group Long Term Disability Policy Number 000010101005 to
21 Yorba Linda Friends Church ("The Policy").

22 7. The Yorba Linda Friends Church is a Church plan organized and
23 operating under the laws of the State of California, and is not an ERISA plan. The
24 Yorba Linda Friends Church Plan was established and is maintained for its
25 employees or their beneficiaries by a church which is exempt from tax under
26 Section 501 of Title XVI. 29 U.S.C. § 1002(33)(A). An organization is controlled
27 by a church when a majority of the officers or directors are appointed by a
28 church's governing board or by officials of a church, as is the case for Yorba

1 Linda Friends Church.

2 8. Plaintiff was an employee of the Yorba Linda Friends Church and a
3 third-party beneficiary of The Policy because he was an employee of the Yorba
4 Linda Friends Church, and was thus covered by The Policy.

5 9. The Policy “is delivered in the State of California” and “subject to the
6 laws of that jurisdiction.”

7 10. The Policy defines:

8 ““Total Disability” or ‘Totally Disabled’” will be defined as follows:

9 1. During the Elimination Period and Own Occupation Period, it
10 means that due to an Injury or Sickness the Insured Employee is
11 unable to perform each of the main duties of his or her regular
12 occupation.

13 2. After the Own Occupation Period, it means that due to an
14 Injury of Sickness the Insured Employee is unable to
15 perform each of the main duties of any gainful occupation
16 which his or her training, education, or experience will
17 reasonably allow.”

18 11. However, these policy provisions are superceded by operation of
19 California law.

20 12. Under The Policy a person is disabled if he meets the “own
21 occupation” definition of disability during the period to which it applies and the
22 “any occupation” definition of disability during the period that it applies.

23 13. The Policy definitions of “disabled,” as alleged in Paragraph 10, are
24 superceded by California law. Notwithstanding the specific language of The
25 Policy, as alleged in Paragraph 10, under California law total disability within the
26 meaning of the term “any occupation” as contained in a general disability clause is
27 that which prevents the insured from engaging in any occupation or performing
28 any work for compensation and which prevents him/her from working with

1 reasonable continuity in his/her customary occupation or in any other occupation
2 in which he/she might reasonably be expected to engage in view of his/her station
3 and physical and mental capacity. Therefore, California law requires an insurance
4 company to consider: (A) whether the claimant could reasonably be expected to
5 work; recognizing the fact that the insured may do some work or even the fact that
6 he/she may be physically able to do so is not conclusive evidence that his/her
7 disability is not total, if reasonable care and prudence require that he/she desist;
8 (B) given the claimant's physical and/or mental capacity; (C) and his or her station
9 in life; (D) to perform the "substantial and material" duties of his/her own
10 occupation; (E) with "reasonable continuity"; and (F) in the usual and customary
11 way. Recover is not precluded because the claimant is able to perform sporadic
12 tasks or attend to simple, inconsequential details incident to the conduct of
13 business. When evaluating a claimant's capacity to perform "any occupation" the
14 insurance company must take into account the claimant's age, education,
15 experience, training, and station in life. Thus, an uneducated laborer cannot be
16 expected to become an accountant or banker and a doctor, lawyer, or business
17 executive is totally disabled even if he could run a news stand or work as a day
18 laborer.

19 14. Plaintiff became disabled effective July 8, 2009.

20 15. Plaintiff completed the benefit waiting period specified in the Policy.

21 16. By letter dated January 6, 2010, Lincoln notified Hall that LTD
22 benefits had been approved effective October 6, 2009.

23 17. By notice dated September 24, 2010, the Social Security
24 Administration notified Hall that it had found that he became disabled under its
25 rules on November 19, 2009, and that SSDI benefits entitlement would begin May
26 2010. Hall sent a copy of this notice to Lincoln.

27 18. By letter dated October 3, 2010, Lincoln notified Hall that it
28 acknowledged receipt of the Notice of SSDI award and based on that award

1 determined that his claim had been over paid by \$4,879.83, and demanded
2 repayment, which was promptly made.

3 19. By letter dated March 8, 2011, Lincoln notified Hall of the need for
4 “proof of continued disability” regarding his LTD claim.

5 20. By letter dated October 19, 2011, Lincoln notified Hall that necessary
6 information to complete the “any occupation” investigation for his claim had not
7 been received and therefore Lincoln was closing the handling of his claim. It also
8 notified him of his right to appeal, as set forth in The Policy.

9 21. On October 29, 2011, Hall completed (and on October 31, 2011 faxed
10 to Lincoln) his “supplementary statement” in which he wrote that he does not
11 know when it would be possible for him to return to work, that he has a great deal
12 of pain in his lower back which continues down his right leg and to his left leg and
13 feet and also up his spine and especially his right shoulder and then the left side of
14 his hands are also effected and this also causes condition. He understands this
15 pain is caused by injury to his back combined with a surgery that left him in so
16 much pain. He explained that “Dr. Lai told me it is not that we can eliminate the
17 pain but that we can try to control it by pain medication and core strength
18 training.” He described his restrictions and limitations he cannot lift anything
19 over 20 pounds and bending, sitting, lying down, kneeling, basic movement are
20 usually very limited to the amount of pain he has each day. Standing is limited as
21 well as sitting. He spends time lying down to relieve pressure. The pain really
22 effects his ability to concentrate and focus on a task. He also explained his present
23 activities - - limited. That his wife and mother help cooking, cleaning, dishes,
24 laundry, and driving. He listed his doctors.

25 22. On November 22, 2011, David Trotter, MD, provided a “peer review
26 final report” through Advanced Medical Reviews on Hall for Lincoln.

27 23. On November 28, 2011, Lincoln’s Diane Rowe, MS, CRC, provided
28 a

1 vocational assessment/transferable skills analysis.

2 24. By letter dated December 20, 2011, Lincoln terminated Hall's LTD
3 benefits as of October 6, 2011 - - i.e., at the end of the "own occupation" period of
4 benefits and notified him of his right to submit an appeal, as set forth in The
5 Policy.

6 25. By letter dated May 20, 2012, Plaintiff submitted his appeal and
7 request for reconsideration from the termination of his LTD benefits.

8 A. The appeal included a 49 page letter from Plaintiff's counsel
9 which summarized the procedural history of Plaintiff's claim,
10 stated the bases for the appeal, quoted relevant policy
11 definitions, explained the California law superceded policy
12 definitions regarding what constituted disability under the "any
13 occupation" standard, explained Plaintiff's functional status
14 during the relevant time periods, summarized his medical
15 treatment records – including Hall's specific conditions of
16 Lumbar Radiculopathy; Lumbar Spondylosis; Degenerative
17 Lumbar Discs; Bulging Discs; Chronic Pain Syndrome;
18 Moderate Foraminal Stenosis; Facet Arthropathy; Right
19 Lateral and Left Paracentral Lateral Disc Protrusion;
20 Depression; and Post Lumbar Surgery.

21 B. Hall appealed on the bases of Lincoln's conclusion that Hall is
22 not disabled is based on erroneous findings of fact: there is
23 simply no supporting evidence for that conclusion. The
24 evidence establishes that Hall is disabled and is entitled to
25 benefits; Lincoln ignored Hall's functional limitations;
26 Lincoln disregarded Hall's medical treatment and the opinions
27 of his doctors; Lincoln's medical and vocational evaluations
28 are seriously flawed, patently erroneous, and appear to be

1 intentionally fraudulent; Lincoln's investigation and its
2 evaluation of Hall's claims was wholly inadequate, inaccurate,
3 unfair and obviously biased.

4 C. Lincoln obtained its reviewing doctor from AMR. Lincoln
5 knows or should know that AMR - - and by definition all
6 doctors provided by it - - is highly suspect because AMR
7 provides biased doctors; Lincoln failed to reasonably address
8 pain as a disabling condition; Lincoln failed to reasonably
9 consider fatigue as a disabling condition; Lincoln failed to
10 address the medications Hall takes and the effects those
11 medications have on his and his ability to function, much less
12 work in a full time capacity; the opinions of Lincoln's
13 reviewing physician and nurse are so analytically unsound and
14 riddled with errors and deficiencies that no responsible
15 fiduciary would rely upon; Hall's plan is not an ERISA plan;
16 Lincoln did not utilize the legally correct standard of "totally
17 disabled;" Lincoln acted in bad faith by failing to conduct a fair
18 and thorough investigation of Hall's claim.

19 D. Plaintiff's counsel explained that Lincoln's reviewing
20 physician, Dr. Trotter's opinions are without merit, in part
21 because Dr. Trotter was not provided the fact that Hall was
22 awarded Social Security Disability benefits ("SSDI"). or the
23 actual legal standard to be addressed: the California standard of
24 disability mandated by California law and by the explicit terms
25 of the policy, and that even though Lincoln obtained records
26 after September 8, 2011, it did not ask Dr. Trotter to comment
27 on those records; that Dr. Trotter did not address Hall's pain,
28 repeated efforts to ameliorate that pain with various pain

1 medications, that are changed recurrently in part because Hall
2 was having side effects from the medications, and in part
3 because he and his doctors did not want him to become
4 addicted to opioid medications. Dr. Trotter opined that Hall
5 would be able to perform work at the light work level which is
6 inconsistent even with Dr. Trotter's restrictions and limitations:
7 Dr. Trotter limited Hall to walking or standing each for up to
8 30 minutes at a time and no more than two hours a day. If a
9 person can only walk or stand up to four hours in an eight hour
10 work day he or she is not capable of light work , only sedentary
11 work. In other words, Dr. Trotter's conclusion that based on
12 his evaluation of Hall's capacity, Hall is capable of light work,
13 is legally incorrect. Dr. Trotter's factual conclusion that Hall is
14 capable of even sedentary work is medically incorrect. Dr.
15 Trotter's assessment significantly understates the magnitude
16 and severity of Mr. Hall's back condition. Dr. Trotter had
17 medical records that commented on a 2007 MRI, but not the
18 MRI report itself. There is now an April 2012 MRI report. Dr.
19 Trotter's opinions are outside the mainstream of established
20 medical science.

21 E. Plaintiff further explained in the appeal that Lincoln:
22 "failed to follow the Code of Professional Ethics for
23 Rehabilitation Counselors, adopted June 2009 and effective
24 January 1, 2010, and her conclusions are factually unsupported,
25 stating, in part:

26 There are a number of obvious flaws in Ms. Rowe's vocational
27 assessment/transferable skills analysis:

28 i. She does not apply the California criteria for what

- 1 constitutes "any occupation."
2 ii. She relies upon Dr. Trotter's IME report, exclusively.
3 As stated elsewhere, Dr. Trotter's report is unreliable and
4 factually unsupported.
5 iii. Ethically Ms. Rowe should have contacted Mr. Hall.
6 iv. Ethically, Ms. Rowe should have utilized medical
7 evaluations not only from Dr. Trotter but also from Mr.
8 Hall's treating physicians - - and when they disagreed it
9 is not her function to evaluate which assessment was
10 correct.
11 v. It appears that all the jobs with Ms. Rowe identifies for
12 Mr. Hall are jobs that require at least a high school
13 diploma. But, of course, Mr. Hall does not have a high
14 school diploma. That is, Ms. Rowe contends that Mr.
15 Hall can perform jobs which no employer would hire
16 him to do because of his lack of education.
17 vi. The proposition that Mr. Hall is capable of working at
18 either a sedentary or light physical capacity is utterly
19 unsupported by the actual medical facts."

20 26. By letter dated August 30, 2012, Lincoln invited Hall to comment on
21 the review completed on June 25, 2012, by Dr. Mehras Akhavan.

22 27. By letter dated September 4, 2012, Hall responded to Lincoln's
23 medical review, stating, in part:

- 24 A. Dr. Akhavan did not examine or try to examine
25 Hall.
26 B. It is clear from his report that Dr. Akhavan did not review all or
27 even most of the relevant records.
28 C. It is also clear that Dr. Akhavan did not properly

1 read or understand the records provided because
2 he disregards critical facts.

3 D. The only “review data” provided to Dr. Akhavan
4 according to his report was the U.S. Department of
5 Labor definitions of work capacity. That is,
6 Lincoln did not provide the policy definitions; you
7 did not provide the *Erreca* definitions of
8 disability; Lincoln did not provide the appeal letter
9 or Hall’s declaration. “The only information
10 [Lincoln] did provide is information that is
11 deliberately misleading because it does not set the
12 standard for determining whether Hall can work.
13 So Lincoln asked for a fraudulent bad faith report
14 and it got one.”

15 E. Dr. Akhavan acknowledged that Hall has had no
16 change in his pain characteristics, has a high level
17 of pain, decreased lumbosacral range of motion,
18 multilateral degenerative disk disease, and
19 bilateral L4 and right S1 root impingements and
20 canal stenosis, and that he takes opioid pain
21 killers.

22 F. In evaluating Mr. Hall’s restrictions and limitations Dr.
23 Akhavan disregarded:

- 24 i. Pain as a disabling condition.
25 ii. Fatigue as a disabling condition.
26 iii. Side-effects of medication as a disabling
27 condition.”

28 G. Dr. Akhavan failed to perform a whole person evaluation.

1 H. Lincoln failed to address Hall's treating physicians opinions, as
2 did Dr. Akhavan.

3 I. Lincoln failed to give any weight to Hall's Social Security
4 award. Here, Lincoln obviously withheld the facts of the
5 Social Security award from Dr. Akhavan so that he would
6 render an opinion more favorable to Lincoln's financial
7 interest.

8 28. By letter dated October 19, 2012, Lincoln denied Hall's appeal. The
9 letter:

10 A. Quoted and improperly relied upon the definition of disabled
11 set forth in Paragraph 9 rather than the proper standard, set
12 forth in Paragraph 12.

13 B. Summarized by Akhavan's report.

14 C. Summarized certain medical records.

15 D. Summarized a vocational review and its conclusion.

16 E. Referenced Hall's SSDI award.

17 F. Concluded Hall was not disabled.

18 G. Invited Hall to submit a second appeal, which he did by letter
19 dated October 24, 2012, but which is nt required under the
20 terms of The Policy.

21 29. Plaintiff is, and at all times since July 8, 2009, has been and continues
22 to be totally disabled under the terms of The Policy, as properly construed and
23 applied.

24 30. The Policy was in full force and effect when Plaintiff became totally
25 disabled.

26 31. Plaintiff has performed all conditions on his part to be performed
27 under the terms of The Policy.

28 32. Defendant Lincoln breached its obligations under the Policy to Hall

1 by failing and refusing to pay LTD benefits to him after October 6, 2011.

2 Furthermore, Lincoln's termination letter and appeal denial letter constitute an
3 express repudiation and anticipatory breach of Lincoln's future obligations to pay
4 benefits to Hall under The Policy, thus making all of its obligations under The
5 Policy now due and owing.

6 33. As a result of Defendant Lincoln's breach of The Policy, Plaintiff
7 Hall has suffered damages. Specifically, there is, under the terms of The Policy,
8 now due and owing to Plaintiff from Defendant:

9 A. The sum of \$14,413.65, for past due benefits from October 6,
10 2011 to October 5, 2012; and,

11 B. The sum of \$198,186.45, for future benefits from October 6,
12 2012, until Plaintiff attains the age of 65;

13 C. Totaling \$212,600.10 plus 10% interest on past due benefits.

14 **SECOND CLAIM FOR RELIEF**
15 **(Insurance Bad Faith)**

16 34. Plaintiff incorporates by reference paragraphs 1 through 33 of this
17 Complaint.

18 35. By virtue of The Policy there is and was an implied by law covenant
19 of good faith and fair dealing which required Defendant to deal in good faith and
20 fairly with Plaintiff in handling his claim, refrain from doing anything to injure
21 Plaintiff's right to receive the benefits of The Policy, and which required
22 Defendant to give at least as much consideration to Plaintiff's interests as it gave
23 to its own interests.

24 36. Notwithstanding Defendant's knowledge of its obligations to pay
25 Plaintiff's disability benefits under The Policy, Defendant has failed and refused to
26 do so.

27 37. After October 6, 2011, Defendant unreasonably and in bad faith
28 withheld and refused to pay Plaintiff benefits due him under The Policy.

1 Defendant's unreasonable and bad faith conduct included, but was not limited to
2 the following:

- 3 A. Defendant terminated Plaintiff's LTD benefits arbitrarily and
4 without proper cause.
- 5 B. Defendant dishonestly selected experts whom it knew to be
6 unreasonable to evaluate Plaintiff's claim.
- 7 C. Defendant unreasonably failed to conduct a thorough
8 investigation of Plaintiff's claims.
- 9 E. Defendant failed to investigate Plaintiff's claim objectively.
- 10 F. Defendant used improper standards to terminate Plaintiff's
11 claim.
- 12 G. Defendant unreasonably interpreted the language of The
13 Policy.
- 14 H. Defendant failed to investigate the new evidence Plaintiff
15 submitted as part of his request for review in an objective and
16 reasonable manner and refused to reevaluate Plaintiff's claim
17 despite overwhelming evidence that its initial decision was
18 wrong.
- 19 I. Defendant used personnel who lacked adequate training and
20 experience to evaluate Plaintiff's claim.

21 38. Defendant, as a matter of custom and practice, unreasonably and in
22 bad faith withholds or terminates policy benefits due to its insureds. Defendant's
23 unreasonable and bad faith conduct includes, but is not limited to, the following:

- 24 A. Knowingly misrepresenting to claimants pertinent facts relating
25 to coverage or policy provisions.
- 26 B. Failing to adopt and implement reasonable standards for
27 prompt investigation and processing of claims arising under its
28 insurance policies.

1 C. Not attempting in good faith to effectuate prompt, fair and
2 equitable settlement of claims in which liability has become
3 increasingly clear.

4 D. Compelling insureds to institute litigation to recover amounts
5 due under insurance policies.

6 39. Lincoln, as a matter of custom and practice, engages in the following
7 unfair and bad faith claims practices, and did so with regard to Hall's claim:

8 A. Failing to obtain medical records needed for the decision.

9 B. Making an inappropriate use and consideration in-house
10 medical resources.

11 C. Failing to routinely contact attending physicians where
12 circumstances warrant it and failing to fairly interpret or imply
13 information from the claimant's attending physician.

14 D. Failing to conduct occupation reviews as appropriate.

15 E. Failing to obtain independent medical examinations or
16 functional capacity evaluations in appropriate circumstances.

17 F. In claims involving multiple conditions or co-morbid
18 conditions, failing to evaluate the totality of the claimant's
19 medical condition.

20 G. Placing an inappropriate burden upon claimants to justify
21 eligibility for benefits and denying claims because the claimant
22 fails to provide "objective evidence" of a disabling condition
23 even though the policy does not require that the claimant
24 provide such evidence.

25 40. Here, Lincoln additionally acted in bad faith as follows:

26 A. Lincoln's conclusion that Plaintiff is and was not disabled
27 pursuant to The Policy was based on clearly erroneous findings
28 of fact: there is simply no supporting evidence for that

1 conclusion. The evidence presented to Lincoln established that
2 Plaintiff is and was totally disabled and is and was entitled to
3 benefits under The Policy.

4 B. Lincoln ignored Plaintiff's functional limitations.

5 C. Lincoln disregarded Plaintiff's history of medical treatment and
6 the opinions of his doctors.

7 D. Lincoln failed to have Hall examined by a physician. The
8 Policy provides it with the authority to have a claimant
9 examined. Instead of conducting a fair or reasonable
10 investigation, Lincoln simply selectively considered limited
11 information in order to justify a pre-determined and unjustified
12 conclusion to deny benefits.

13 E. Lincoln failed to reasonably consider pain as a disabling
14 condition.

15 F. Lincoln failed to reasonably consider fatigue as a disabling
16 condition.

17 G. Lincoln failed to reasonably consider the side effects of the
18 medications Hall takes and the effects those
19 medications have on her and her ability to function, much less
20 work in a full time capacity.

21 H. Hall had no relevant change and no improvement in his
22 medical condition for years.

23 41. As a direct and proximate result of Defendant's unreasonable failure
24 to pay benefits under the Policy, Plaintiff has been denied benefits under the
25 Policy in an amount totaling \$212,600.10, plus interest at 10% on past due
26 benefits.

27 42. As a further direct and proximate result of Defendant's unreasonable
28 failure to pay Policy benefits, Plaintiff lacks sufficient funds to pay routine

1 expenses.

2 43. As a further direct and proximate result of Defendant's wrongful
3 conduct as herein alleged, Plaintiff sustained emotional and mental distress and
4 anguish, embarrassment, and other general damages in an amount reasonably
5 valued at \$5,000,000.00.

6 44. As a further direct and proximate result of Defendant's unreasonable
7 and bad faith failure to pay Policy benefits, Plaintiff was required to retain the
8 services of counsel and suffered damages measured by the reasonable value of
9 attorney's fees incurred obtaining Policy benefits.

10 45. In committing the acts described in this Complaint in Paragraphs 1
11 through 44, Defendant acted in conscious disregard of the rights of Plaintiff and is
12 guilty of malice, oppression and fraud. The conduct of Defendant warrants an
13 award of punitive and exemplary damages in an amount appropriate to punish
14 Defendant and deter it and others from engaging in similar wrongful conduct.

15 46. Plaintiff is a disabled person as that term is used in California Civil
16 Code section 3345.

17 A. Defendant knew or should have known that its conduct was
18 directed to a disabled person.

19 B. Defendant's conduct caused a disabled person, Plaintiff, to
20 suffer a loss of a source of income.

21 C. Plaintiff, as a disabled person, was substantially more
22 vulnerable than other members of the public because of her
23 poor health or infirmity and disability and actually suffered
24 substantial physical, emotional, and economic damages
25 resulting from Defendant's conduct.

26 D. Therefore, since the trier of fact is authorized by statute to
27 impose a remedy in the form of punitive damages to punish and
28 deter and the amount of that remedy is subject to the trier of

1 fact's discretion this Court should award three times greater
2 than the amount the trier of fact would impose in the absence of
3 an affirmative finding of the foregoing facts.

4 **THIRD CLAIM FOR RELIEF**
5 **(Intentional Infliction of Emotional Distress)**

6 47. Plaintiff incorporates by reference paragraphs 1 through 46 of this
7 Complaint.

8 48. Defendant's conduct, alleged herein, was extreme and outrageous.

9 49. Defendant intended to cause Plaintiff to suffer severe emotional
10 distress or acted with a reckless disregard of the probability that such distress
11 would result from its conduct.

12 50. As a result of Defendant's conduct, as alleged herein, Plaintiff
13 suffered severe emotional distress.

14 WHEREFORE, Plaintiff prays damages as follows:

15 1. Compensatory damages of \$212,600.10, for past and future disability
16 benefits, plus interest at 10% on past due benefits.

17 2. Compensatory damages for emotional distress of \$5,000,000.00, or
18 according to proof.

19 3. Compensatory damages for the value of reasonable attorney's fees
20 incurred obtaining the benefits of The Policy, according to proof.

21 4. Punitive damages in an amount sufficient to punish and make an
22 example of Defendant.

23 5. Triple punitive damages pursuant to California Civil Code section
24 3345.

25 6. Costs incurred prosecuting this action.

26 7. Such other and further relief as this Court deems just and proper.
27
28

1 Dated: October 30, 2012



ROBERT J. ROSATI, No. 112006
ERISA Law Group, LLP
Attorneys for Plaintiff,
Donald Hall

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4 **DEMAND FOR TRIAL BY JURY**

5 Plaintiff hereby requests trial by jury in this action.

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8 Dated: October 30, 2012



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10 ERISA Law Group, LLP
11 Attorneys for Plaintiff,
12 Donald Hall
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